

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Thomas and Jodi Visalli
325 Winding Way
Glenside, PA 19038

(b) County of Residence of First Listed Plaintiff

Montgomery

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jonathan Wheeler, Esquire, 1617 JFK Blvd., Suite 1270
Philadelphia, PA 19103 (215) 568-2900

DEFENDANTS

Allstate Property & Casualty Ins. Co., 3075 Sanders Road, Suite H1A,
Northbrook, IL 60062

County of Residence of First Listed Defendant

Cook

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Laura E. Kerns, Esquire - The Law Offices of Laura E. Kerns, LLC
PMB 330, 230 N. Maple Ave., Suite B1, Marlton, NJ 08053
(856) 810-8600

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 10 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
☒ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ in excess of \$75,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

FEB 23 2015

DATE

2/23/2015

SIGNATURE OF ATTORNEY OF RECORD

Laura E. Kerns

S.T.

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

LFR

UNITED STATES DISTRICT COURT

15

0895

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 325 Winding Way, Glenside, PA 19038

Address of Defendant: 3075 Sanders Road, Suite H1A, Northbrook, IL 60062

Place of Accident, Incident or Transaction: 325 Winding Way, Glenside, PA 19038

(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐

No ☒

See Disclosure

Does this case involve multidistrict litigation possibilities? NO

Yes ☐

No ☐

RELATED CASE, IF ANY: N/A

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

1. ☒ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify) _____
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Laura Kems, counsel of record do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought

DATE: 2/23/2015

Laura E. Kems

Attorney-at-Law

87021

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

FEB 23 2015

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 2/23/2015

Laura E. Kems

Attorney-at-Law

87021

Attorney I.D.#

LFR

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Thomas and Jodi Visalli, h/w
v.
Allstate Prop. & Casualty Ins. Co.

CIVIL ACTION

NO.

15 0895

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

2/23/2015
Date
(856) 810-8600

Laura E. Kerns Esq.
Attorney-at-law
(856) 810-8601

Laura E. Kerns
Attorney for Defendant
laura@lkernslaw.com

Telephone

FAX Number

E-Mail Address

FEB 23 2015

\$400

LFR

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THOMAS VISALLI and	:	
JODI VISALLI, h/w,	:	CIVIL ACTION LAW
Plaintiffs	:	
	:	
v.	:	
	:	CASE No.: 15 0895
ALLSTATE PROPERTY & CASUALTY	:	
INSURANCE COMPANY,	:	
Defendant	:	Jury Trial Demanded

NOTICE OF REMOVAL

TO: THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Defendant, Allstate Property & Casualty Insurance Company, by and through its attorney, Laura E. Kerns, Esquire, hereby files this Notice of Removal of the above-captioned matter from the Court of Common Pleas of Philadelphia County, the jurisdiction which is now pending, to the United States District Court for the Eastern District of Pennsylvania and in support thereof avers as follows:

1. This action was commenced by way of Civil Action Complaint filed in the Court of Common Pleas of Philadelphia County, Pennsylvania and given a court term and number of January Term, 2015, Case#1132. The Complaint was served upon Defendant, Allstate Property & Casualty Insurance Company ("Defendant") on January 22, 2015.

2. The Complaint consists of two counts: Breach of Contract and Bad Faith pursuant to 42 Pa.C.S.A § 8371.

3. At the time this action was commenced and continuing to the present, Defendant is a corporation incorporated under the laws of the State of Illinois, with its principal place of business in the State of Illinois.

4. At the time this action was commenced and continuing to the present, the Plaintiffs are citizens of the Commonwealth of Pennsylvania, with a residence at 325 Winding Way, Glenside, Pennsylvania 19038.

5. The amount in controversy, based on the allegations in Complaint, could exceed the sum of Seventy-Five Thousand Dollars (\$75,000.00) due to Plaintiffs' estimate of damages totaling over \$70,000.00 and the potential damages that may be awarded under 42 Pa.C.S.A. § 8371.

6. The present lawsuit is removable from State Court to the District Court for the Eastern District of Pennsylvania pursuant to 28 U.S.C.A. §1332(a)(2) and 28 U.S.C. §1441(a).

7. Copies of all process, pleadings and orders that have been received by Defendant are filed herewith and attached collectively hereto as Exhibit "A."

8. This Notice is timely, being filed within thirty (30) days of service of the Complaint.

WHEREFORE, Defendant, Allstate Property & Casualty Insurance Company, respectfully requests the above captioned matter now pending against it in the Court of Common Pleas of Philadelphia County, be removed to the United States District Court for the Eastern District of Pennsylvania.

Respectfully Submitted,

THE LAW OFFICES OF LAURA E. KERNS, LLC

BY: /s/ Laura E. Kerns, Esquire 

Laura E. Kerns, Esquire
Attorney for Defendant,
Allstate Property & Casualty Insurance Company
PMB 330
230 N. Maple Avenue, Suite B1
Marlton, New Jersey 08053
Phone: (856) 810-8600
Fax: (856) 810-8601
Attorney I.D. #87021
Email: laura@lkernslaw.com

Dated: February 23, 2015

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

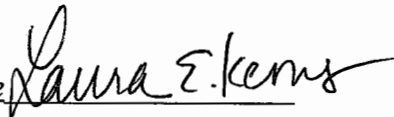
THOMAS VISALLI and	:	
JODI VISALLI, h/w,	:	CIVIL ACTION LAW
Plaintiffs	:	
	:	
v.	:	
	:	CASE No.:
ALLSTATE PROPERTY & CASUALTY	:	
INSURANCE COMPANY,	:	
Defendant	:	Jury Trial Demanded

AFFIDAVIT

I, Laura E. Kerns, Esquire, being sworn according to law deposes and says that she is the counsel for Defendant, Allstate Property & Casualty Insurance Company, in the within matter; and that she has read the foregoing Notice of Removal and believes it to be true and correct, to the best of her knowledge, information and belief.

Respectfully Submitted,

THE LAW OFFICES OF LAURA E. KERNS, LLC

BY: /s/ Laura E. Kerns, Esquire 
Laura E. Kerns, Esquire
Attorney for Defendant,
Allstate Property & Casualty Insurance Company
PMB 330
230 N. Maple Avenue, Suite B1
Marlton, New Jersey 08053
Phone: (856) 810-8600
Fax: (856) 810-8601
Attorney I.D. #87021
Email: laura@lkernslaw.com

Dated: February 23, 2015

11/4/00

LFR

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THOMAS VISALLI and	:	
JODI VISALLI, h/w,	:	CIVIL ACTION LAW
Plaintiffs	:	
	:	
v.	:	
	:	CASE No.:
ALLSTATE PROPERTY & CASUALTY	:	15 0895
INSURANCE COMPANY,	:	
Defendant	:	Jury Trial Demanded

NOTICE OF REMOVAL


TO: Jonathan Wheeler, Esquire
Law Offices of Jonathan Wheeler, P.C.
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103

PLEASE TAKE NOTICE that Defendant, Allstate Property & Casualty Insurance Company, on the 23rd day of February, 2015, herby filed in this Court a verified Notice of Removal of the State Court Action now pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, January Term, 2015, Case#01132.

PLEASE TAKE FURTHER NOTICE that a certified copy of the Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania.

PLEASE BE ADVISED that in accordance with 28 U.S.C. Section 1446(f), the State Action is now removed to this Court. The State Court has no further jurisdiction over this action and you should proceed no further in that Court or under its authority.

THE LAW OFFICES OF LAURA E. KERNS, LLC

BY: /s/ Laura E. Kerns, Esquire 
Laura E. Kerns, Esquire
Attorney for Defendant,
Allstate Property & Casualty Insurance Company

Dated: February 23, 2015

PMB 330
230 N. Maple Avenue, Suite B1
Marlton, New Jersey 08053
Phone: (856) 810-8600
Fax: (856) 810-8601
Attorney I.D. #87021
Email: laura@lkernslaw.com

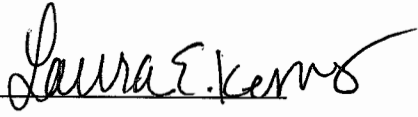
THOMAS VISALLI and	:	IN THE COURT OF COMMON PLEAS
JODI VISALLI, h/w,	:	OF PHILADELPHIA COUNTY
Plaintiffs	:	
v.	:	CIVIL LAW DIVISION
	:	
ALLSTATE PROPERTY & CASUALTY	:	
INSURANCE COMPANY,	:	JANUARY TERM, 2015
Defendant	:	CASE NO.: 01132

PRAECIPE TO FILE PETITION FOR REMOVAL

TO: THE PROTHONOTARY OF THE COURT OF
COMMON PLEAS OF PHILADELPHIA COUNTY:

Pursuant to 28 U.S.C. §1446(e), Defendant, Allstate Property & Casualty Insurance
Company, files herewith a copy of the Notice of Removal, which was filed in the United States
District Court for the Eastern District of Pennsylvania on February 23, 2015.

THE LAW OFFICES OF LAURA E. KERNS, LLC

BY: /s/ Laura E. Kerns, Esquire 
Laura E. Kerns, Esquire
Attorney for Defendant,
Allstate Property & Casualty Insurance Company
PMB 330
230 N. Maple Avenue, Suite B1
Marlton, New Jersey 08053
Phone: (856) 810-8600
Fax: (856) 810-8601
Attorney I.D. #87021
Email: laura@lkernslaw.com

Dated: February 23, 2015

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THOMAS VISALLI and	:	
JODI VISALLI, h/w,	:	CIVIL ACTION LAW
Plaintiffs	:	
	:	
v.	:	
	:	CASE No.:
ALLSTATE PROPERTY & CASUALTY	:	
INSURANCE COMPANY,	:	
Defendant	:	Jury Trial Demanded

ORDER

AND NOW, this _____ day of _____, 2015, upon consideration of the Petition of Defendant, Allstate Property & Casualty Insurance Company, and any response thereto, it is hereby **ORDERED** and **DECREED** that Defendant's Petition is **GRANTED** and the action of Thomas and Jodi Visalli v. Allstate Property & Casualty Insurance Company, January Term, 2015, Case #1132, is removed from the Court of Common Pleas of Philadelphia County, Pennsylvania and transferred to the United States District Court for the Eastern District of Pennsylvania.

BY THE COURT:

UNITED STATES DISTRICT JUDGE

EXHIBIT “A”

Law Offices of
Jonathan Wheeler, P.C.

Jonathan Wheeler, Esquire
Richard F. Ostriak, Esquire*
Caleb H. Wheeler, Esquire
Anthony DiUlio, Esquire
Mario L. Barnabei, Esquire

Admitted to PA & NJ Bars

**Admitted to PA Bar*

Pamela Kaplan, Paralegal

One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
215.568.2900
215.568.2901 fax
www.jwheelerlaw.com

E-mail: jwheeler@jwheelerlaw.com

Our File No.: 501-4296

January 13, 2015

Allstate Property & Casualty
Insurance Company
3075 Sanders Road, Suite H1A
Northbrook, IL 60062-7127

INTAKE UNIT

JAN 23 2015


**Re: Thomas Visalli, et al. v. Allstate Property & Casualty Insurance Co.
CCP Philadelphia County, January Term, 2015, No. 01132**

Dear Sir/Madam:

Enclosed please find a true and correct copy of Plaintiffs' Civil Action Complaint filed against you in the Court of Common Pleas of Philadelphia County. Please be advised that you have twenty (20) days in which to respond to this Complaint, pursuant to the Pennsylvania Rules of Civil Procedure, otherwise a default judgment may be filed against you.

Kindly forward this Complaint to your attorney immediately.

Very truly yours,


JONATHAN WHEELER

JW/js
Enclosure

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED
NO. 7014 2870 0001 8004 0060**

New Jersey Office:

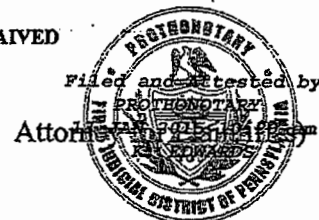
411 Route 70 East, Suite 100, Cherry Hill, NJ 08034, Tel: 856.874.1447, Fax: 856.482.5651

Court of Common Pleas of Philadelphia County
Trial Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)	
JANUARY 2015	001132
E-Filing Number: 1501020535	

PLAINTIFF'S NAME THOMAS VISALLI		DEFENDANT'S NAME ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY	
PLAINTIFF'S ADDRESS 325 WINDING WAY GLENSIDE PA 19038-2114		DEFENDANT'S ADDRESS 2775 SANDERS ROAD NORTHBROOK IL 60062-6110	
PLAINTIFF'S NAME JODI VISALLI		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS 325 WINDING WAY GLENSIDE PA 19038-2114		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Other:	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival	
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>THOMAS VISALLI , JODI VISALLI</u> Papers may be served at the address set forth below.		FILED PRO PROTHY JAN 13 2015 K. EDWARDS	
NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY JONATHAN WHEELER		ADDRESS 1617 JFK BLVD SUITE 1270 PHILADELPHIA PA 19103	
PHONE NUMBER (215) 568-2900	FAX NUMBER (215) 568-2901		
SUPREME COURT IDENTIFICATION NO. 12649		E-MAIL ADDRESS pkaplan@jwheelerlaw.com	
SIGNATURE OF FILING ATTORNEY OR PARTY JONATHAN WHEELER		DATE SUBMITTED Tuesday, January 13, 2015, 10:20 am	

MAJOR CASE
JURY TRIAL WAIVED



LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Jonathan Wheeler, Esquire
Attorney I.D. No.: 12649
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: jwheeler@jwheelerlaw.com

THOMAS VISALLI and
JODI VISALLI, h/w
325 Winding Way
Glenside, PA 19038-2114

vs.

ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY
2775 Sanders Road
Northbrook, IL 60062-6110

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2014

NO.
Major Case

CIVIL ACTION COMPLAINT (1C-Contract)

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral Service
1101 Market St., 11th Floor
Philadelphia, PA 19107-2911
Telephone: 215-238-6333
Fax: 215-238-1159

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascender una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELFA
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
(215) 238-6333

MAJOR CASE
JURY TRIAL WAIVED

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Jonathan Wheeler, Esquire
Attorney I.D. No.: 12649
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: jwheeler@jwheelerlaw.com

Attorney for Plaintiff(s)

THOMAS VISALLI and
JODI VISALLI, h/w
325 Winding Way
Glenside, PA 19038-2114

vs.

ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY
2775 Sanders Road
Northbrook, IL 60062-6110

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2014

NO.
Major Case

CIVIL ACTION COMPLAINT (1C - Contract)

1. Plaintiffs, Thomas and Jodi Visalli, h/w, are adult individuals residing at the address set forth above.
2. Defendant, Allstate Property and Casualty Insurance Company ("ALLSTATE"), is a corporation duly organized and existing which is authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania and maintains a place of business for that purpose at the address set forth above. ALLSTATE regularly conducts business and issues policies of insurance within the City and County of Philadelphia, thereby making it subject to the jurisdiction and venue of the Court of Common Pleas of Philadelphia.
3. Defendant, ALLSTATE, in its regular course of business issued to Plaintiffs a policy of insurance ("the Policy") covering Plaintiffs' property located at 325 Winding Way, Glenside, PA

19038-2114 ("the premises"). A true and correct copy of the declarations page of said policy is attached hereto and incorporated herein as Exhibit "A".

4. On or about February 5, 2014, while the Policy was in full force and effect, Plaintiffs suffered sudden and accidental direct physical loss and damage to the insured premises believed to be the result of a peril or perils insured against under the ALLSTATE Policy, to wit, windstorm, rain and related peril, together with a falling tree, resulting in damage to the insured premises in those areas and to the extent set forth in the preliminary estimate of loss, as well as damage to the contents, for an amount in excess of \$50,000.00. True and correct copies of preliminary estimates of loss are attached hereto, made part hereof and marked Exhibit "B".

5. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiffs, at all relevant times, fully complied with all of the terms and conditions required by the Policy.

6. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to Plaintiffs monies owed for the damages suffered as a result of the loss.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiffs as required under the Policy, Plaintiffs have suffered loss and damage in an amount in excess of \$50,000.00.

COUNT I
In Assumpsit - Breach of Contract

8. Plaintiffs incorporate by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

9. Defendant is obligated by the terms of the contract to indemnify Plaintiffs' loss.

10. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiffs' loss, Defendant has not paid to Plaintiffs all of the policy benefits to which they are entitled under the Policy.

11. Defendant's denial of coverage was made without a reasonable basis in fact.

12. Defendant's refusal to indemnify Plaintiffs' loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$50,000.00, together with interest and court costs.

COUNT II
In Trespass - 42 Pa.C.S.A. §8371

13. Plaintiffs incorporate by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

14. Defendant has engaged in bad faith conduct toward Plaintiffs with respect to its adjustment of Plaintiffs' covered loss, in violation of 42 Pa.C.S.A. §8371 et seq.

15. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiffs' covered loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees, including, but not limited to, David Brown, has engaged in the following conduct:

a. in falsely representing that the covered peril causing Plaintiffs' loss was "freezing" when he knew that this representation was false, fraudulent and misleading made solely for the purpose of depriving Plaintiffs of benefits owed under the Policy.

b. in failing to complete a prompt and thorough investigation of Plaintiffs' claim before representing that such claim is not covered under the Policy;

- c. in failing to pay Plaintiffs' covered loss in a prompt and timely manner;
- d. in failing to objectively and fairly evaluate Plaintiffs' claim;
- e. in conducting an unfair and unreasonable investigation of Plaintiffs' claim;
- f. in asserting Policy defenses without a reasonable basis in fact;
- g. in flatly misrepresenting pertinent facts or policy provisions relating to coverages at issue and placing unduly restrictive interpretations on the Policy and/or claim forms;
- h. in failing to keep Plaintiffs or their representatives fairly and adequately advised as to the status of the claim;
- i. in unreasonably valuing the loss and failing to fairly negotiate the amount of the loss with Plaintiffs or their representatives;
- j. in failing to promptly provide a reasonable factual explanation of the basis for the denial of Plaintiffs' claim;
- k. in unreasonably withholding policy benefits;
- l. in acting unreasonably and unfairly in response to Plaintiffs' claim;
- m. in unnecessarily and unreasonably compelling Plaintiffs to institute this lawsuit to obtain policy benefits for a covered loss, that Defendant should have paid promptly and without the necessity of litigation.

16. For the reasons set forth above, Defendant has acted in bad faith in violation of 42 Pa.C.S.A. §8371, for which Defendant is liable for statutory damages including interest from the date the claim was made in an amount equal to the prime rate of interest plus three percent, court costs, attorneys' fees, punitive damages, and such other compensatory and/or consequential damages as are permitted by law.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: /s/ Jonathan Wheeler
JONATHAN WHEELER, ESQUIRE
Attorney for Plaintiff(s)

Civil Action Complaint

VERIFICATION

The undersigned hereby states that they are the plaintiffs in this action and that the statements of fact made in the foregoing document are true and correct to the best of their information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to unsworn falsification to authorities.


THOMAS VISALLI


JODI VISALLI

DATE:

12/20/2014

11

Allstate Property and Casualty Insurance Company**Allstate.**
You're in good hands.

AMENDED
Homeowners
Policy Declarations

Summary**NAMED INSURED(S)**
Thomas & Jodi Visalli
325 Winding Way
Glenside PA 19038-2114**YOUR ALLSTATE AGENT IS:**
The Rising Sun Agcy
124 S York Road
Hatboro PA 19040**CONTACT YOUR AGENT AT:**
(215) 956-9755**POLICY NUMBER**
9 28 291859 02/25**POLICY PERIOD**
Begins on Feb. 25, 2013
at 12:01 A.M. standard time,
with no fixed date of expiration**PREMIUM PERIOD**
Feb. 25, 2013 to Feb. 25, 2014
at 12:01 A.M. standard time**LOCATION OF PROPERTY INSURED**
325 Winding Way, Glenside, PA 19038-2114**MORTGAGEE**• GMAC MORTGAGE LLC ITS SUCCESSORS
&/OR ASSIGNS
P O Box 4025 Coraopolis PA 15108-6942

Loan # 0688040918

Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for Property Insured	\$1,281.40
Premium for Scheduled Personal Property Coverage	\$73.00
TOTAL	\$1,354.40



Allstate Property and Casualty Insurance Company

Policy Number: 9 28 291859 02/25 Your Agent: The Rising Sun Agcy (215) 956-9755
 For Premium Period Beginning: Feb. 25, 2013

POLICY COVERAGES AND LIMITS OF LIABILITY**COVERAGE AND APPLICABLE DEDUCTIBLES**

(See Policy for Applicable Terms, Conditions and Exclusions)

LIMITS OF LIABILITY

Dwelling Protection - with Building Structure Reimbursement Extended Limits	\$264,648	
• \$250 All Other Peril Deductible Applies		
• \$5,292 Tropical Cyclone Deductible Applies		
Other Structures Protection	\$26,465	
• \$250 All Other Peril Deductible Applies		
• \$5,292 Tropical Cyclone Deductible Applies		
Personal Property Protection - Reimbursement Provision	\$198,486	
• \$250 All Other Peril Deductible Applies		
• \$5,292 Tropical Cyclone Deductible Applies		
Additional Living Expense	Up To 12 Months	
Family Liability Protection	\$300,000	each occurrence
Guest Medical Protection	\$1,000	each person
Identity Theft Expenses	\$25,000	per premium period
Water Back-Up	\$10,000	
• \$1,000 Water Back-Up Deductible Applies		

DISCOUNTS

Your premium reflects the following discounts on applicable coverage(s):

Protective Device	6.00 %	Protective Device (SFP)	15.00 %
Claim Free	18.00 %	Home and Auto	30.00 %

RATING INFORMATION

The dwelling is of Frame construction and is occupied by 1 family
 Your dwelling is 1 mile(s) to the fire department

Allstate Property and Casualty Insurance Company Allstate.

Policy Number: 9 28 291859 02/25 Your Agent: The Rising Sun Agcy (215) 956-9755
For Premium Period Beginning: Feb. 25, 2013

You're 'n good hands.

Scheduled Personal Property Coverage

Your policy includes Scheduled Personal Property Coverage. Please refer to the Scheduled Personal Property endorsement (form APC201) for terms, conditions and exclusions applicable to your Scheduled Personal Property Coverage.

PROPERTY CLASS(ES) AND APPLICABLE DEDUCTIBLES

TOTAL OF INDIVIDUAL ITEM LIMITS PER CLASS (See your APC201 for coverage limits applicable for each scheduled item)

Jewelry

\$4,500

Your Policy Documents

Your Homeowners policy consists of this Policy Declarations and the documents listed below. Please keep these together.

- Identity Theft Expenses Endorsement form AP3311
- Scheduled Personal Property End. form APC201
- Tropical Cyclone Deductible End. form AP4544
- Homeowners Policy form APC215
- Extended Protection Amendatory End. form APC232
- Pennsylvania Amendatory Endorsement form AP4794

Important Payment and Coverage Information

The Property Insurance Adjustment condition applies.

Do not pay. Mortgagee has been billed.

IN WITNESS WHEREOF, Allstate Property and Casualty Insurance Company has caused this policy to be signed by two of its officers at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate Property and Casualty Insurance Company.



Steven P. Sorenson
President



Mary J. McGinn
Secretary

PROP *010003713031159019270303*



1CD21-3

Information as of
March 11, 2013

Page 3
PA07DAMD

Case ID: 15010113

Novick Adjustment Company

4722 Princeton Avenue

Philadelphia PA 19135

THOMAS VISALLI
325 WINDING WAY
GLENSIDE PA 19038

Date of Est.: 2/17/1914
Estimator: Michael White
File Number: 14028
Date of Loss: 2/5/1914
Type of Loss: STORM DAMAGE

Description	Repairs
01 Demolition	\$1,774.50
02 Lumber & Millwork	\$653.97
04 Roofing	\$13,367.76
05 HVAC	\$1,957.30
08 Insulation	\$450.00
09 Dry Wall	\$375.00
10 Plaster	\$2,375.00
15 Decorating	\$5,893.16
16 Electrical	\$4,584.07
17 Masonry	\$375.00
23 Siding & Cappings	\$23,398.68
28 Miscellaneous & Hardware	\$932.28
99 Building Cleaning	\$974.70

Sub Total: \$57,111.43

Overhead: 10% \$5,711.14

SubTotal: \$62,822.57

Profit: 10% \$6,282.26

SubTotal: \$69,104.83

Ins Tax Permits: 3% \$2,073.14

Total: \$71,177.97

* - not included in Overhead, Profit, and Ins Tax Permits calculations.



THOMAS VISALLI

325 WINDING WAY (GLENSIDE, PA 19038

2/17/1914
14028**MASTER BEDROOM**

(11' 8" X 16' 8" X 8' 0")

Offset 1

(0' 0" X 0' 0" X 0' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 57

Wall Sf: 453

Ceiling SF: 194

Total SF: 648

Description	Quantity	Price	Total	#
Plaster Repair (Minimum)	1	\$575.00 ea	\$575.00	10
Remove & Reset Ceiling Fan	1	\$69.73 ea	\$69.73	16
Seal & Paint Walls & Ceiling	648	\$1.31 sf	\$850.82	15
Remove & Reset Smoke Detector	1	\$27.86 ea	\$27.86	16
Paint Woodwork Units to 6"	57	\$1.27 lf	\$72.62	15
Paint Window Trim Oneside	2	\$19.54 un	\$39.08	15
Paint Doors Oneside	4	\$21.03 un	\$84.14	15
Paint Door Trim & Jamb 1 side	4	\$19.53 un	\$78.10	15
Clean Carpets	194	\$0.59 sf	\$113.49	99
R & R Contents & Protect	1	\$36.14 ea	\$36.14	28
Total Room Price:			\$1,946.98	

BATHROOM

(7' 0" X 6' 3" X 8' 0")

Offset 1

(0' 0" X 0' 0" X 0' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 26

Wall Sf: 212

Ceiling SF: 44

Total SF: 256

Description	Quantity	Price	Total	#
Drywall Repair (Min Charge)	1	\$375.00 ea	\$375.00	09
Exhaust Fan/Heat Lamp	1	\$252.77 ea	\$252.77	16
Seal & Paint Walls & Ceiling	256	\$1.31 sf	\$336.13	15
Paint Doors Oneside	1	\$21.03 un	\$21.03	15
Paint Door Trim & Jamb 1 side	1	\$19.53 un	\$19.53	15
Paint Window Trim Oneside	1	\$19.54 un	\$19.54	15
Remove & Reset Blinds	1	\$17.33 ea	\$17.33	02
Remove & Reset Light Fixture	1	\$36.95 ea	\$36.95	16
Remove & Reset mirror	1	\$25.00 ea	\$25.00	28
Clean Floor	44	\$0.31 sf	\$13.73	99
Total Room Price:			\$1,117.00	

THOMAS VISALLI

325 WINDING WAY GLENSIDE, PA 19038

2/17/1914
14028

BOY'S BEDROOM

(12' 0" X 15' 0" X 8' 0")

Offset 1

(0' 0" X 0' 0" X 0' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 54

Wall Sf: 432

Ceiling SF: 180

Total SF: 612

Description	Quantity	Price	Total	#
Plaster Repair (Minimum)	1	\$575.00 ea	\$575.00	10
Remove & Reset Ceiling Fan	1	\$69.73 ea	\$69.73	16
Seal & Paint Walls & Ceiling	612	\$1.31 sf	\$803.56	15
Paint Woodwork Units to 6"	54	\$1.27 lf	\$68.80	15
Paint Doors Oneside	3	\$21.03 un	\$63.10	15
Paint Door Trim & Jamb 1 side	2	\$19.53 un	\$39.05	15
Paint Window Trim Oneside	2	\$19.54 un	\$39.08	15
Remove & Reset Blinds	2	\$17.33 ea	\$34.66	02
Remove & Reset Smoke Detector	1	\$27.86 ea	\$27.86	16
Clean Carpets	180	\$0.59 sf	\$105.30	99
R & R Contents & Protect	1	\$36.14 ea	\$36.14	28
Total Room Price:			\$1,862.27	

HALLWAY

(18' 6" X 3' 0" X 8' 0")

Offset 1

(8' 6" X 3' 0" X 8' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 66

Wall Sf: 528

Ceiling SF: 81

Total SF: 609

Description	Quantity	Price	Total	#
Plaster Repair (Minimum)	1	\$275.00 ea	\$275.00	10
Seal & Paint Walls & Ceiling	609	\$1.31 sf	\$799.62	15
Remove & Reset Light Fixture	2	\$36.95 ea	\$73.89	16
Remove & Reset Smoke Detector	2	\$27.86 ea	\$55.72	16
Paint Woodwork Units to 6"	66	\$1.27 lf	\$84.08	15
Paint Doors Oneside	6	\$21.03 un	\$126.20	15
Paint Door Trim & Jamb 1 side	6	\$19.53 un	\$117.18	15
Remove & Reset Thermostat	1	\$42.24 ea	\$42.24	16
Remove & Reset Alarm Pad	1	\$125.00 ea	\$125.00	16
Remove & Reset Door Chimes	1	\$45.00 ea	\$45.00	16
Remove & Reset Railing	1	\$35.00 ea	\$35.00	16
Clean Floors Strip & Wax	81	\$0.29 sf	\$23.17	99
Total Room Price:			\$1,802.07	

THOMAS VISALLI

325 WINDING WAY GLENSIDE, PA 19038

2/17/1914
14028

LIVING ROOM/DINING ROOM

(16' 6" X 13' 6" X 8' 0")

Offset 1

(11' 0" X 17' 3" X 8' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 116

Wall Sf: 932

Ceiling SF: 412

Total SF: 1344

Description	Quantity	Price	Total	#
Plaster Repair (Minimum)	1	\$575.00 ea	\$575.00	10
Remove & Reset Chandelier	1	\$95.00 ea	\$95.00	16
Remove & Reset Light Fixture	8	\$36.95 ea	\$295.57	16
Seal & Paint Walls & Ceiling	1344	\$1.31 sf	\$1,764.67	15
Paint Woodwork Units to 6"	116	\$1.27 lf	\$147.78	15
Paint Doors Oneside	1	\$21.03 un	\$21.03	15
Paint Door Trim & Jamb 1 side	3	\$19.53 un	\$58.58	15
Paint Window Trim Oneside	4	\$19.54 un	\$78.16	15
Remove & Reset Blinds	3	\$17.33 ea	\$51.99	02
Remove & Reset Motion Detector	1	\$45.00 ea	\$45.00	16
Remove & Reset Mirror	2	\$25.00 ea	\$50.00	16
R & R Contents & Protect	1	\$75.00 ea	\$75.00	28
Clean Floors Strip & Wax	412	\$0.29 sf	\$117.83	99
Total Room Price:			\$3,375.61	

KITCHEN

(7' 6" X 11' 3" X 8' 0")

Offset 1

(5' 6" X 8' 4" X 8' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 66

Wall Sf: 525

Ceiling SF: 132

Total SF: 657

Description	Quantity	Price	Total	#
Plaster Repair (Minimum)	1	\$375.00 ea	\$375.00	10
Seal & Paint Ceiling (2 Coats)	132	\$1.22 sf	\$161.30	15
Remove & Reset Light Fixture	5	\$36.95 ea	\$184.73	16
Remove & Reset Exhaust Fan	1	\$45.00 ea	\$45.00	16
Clean Floor	132	\$0.31 sf	\$41.18	99
Replaced Spoiled Food	1	\$500.00 lot	\$500.00	28
Total Room Price:			\$1,307.22	

ATTIC

(0' 0" X 0' 0" X 0' 0")

Offset 1

(0' 0" X 0' 0" X 0' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 0

Wall Sf: 0

Ceiling SF: 0

Total SF: 0

Description

Quantity

Price

Total

#

THOMAS VISALLI

325 WINDING WAY GLENSIDE, PA 19038

2/17/1914

14028

Replace Roof Rafters
 nsulation (Minimum Charge)

2 \$275.00 ea \$550.00 02
 1 \$450.00 ea \$450.00 08

Total Room Price: \$1,000.00

ROOF (0' 0" X 0' 0" X 0' 0")
 Offset 1 (0' 0" X 0' 0" X 0' 0")
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 0 Wall Sf: 0 Ceiling SF: 0 Total SF: 0

Description	Quantity	Price	Total	#
Roof Decking	564	\$3.75 sf	\$2,115.00	04
Roofing Removal	1990	\$0.95 sf	\$1,890.50	04
Asphalt Felt Paper	1990	\$0.95 sf	\$1,890.50	04
Asphalt Shingles 240 lb	2189	\$3.25 sf	\$7,114.25	04
Vent Collars	2	\$93.76 ea	\$187.51	04
Flash Valley	2	\$85.00 ea	\$170.00	04
Masonry Patch Chimney	1	\$375.00 ea	\$375.00	17
Aluminum Gutters	133	\$7.25 lf	\$964.25	23
Aluminum Down Spouts	75	\$6.75 lf	\$506.25	23
Aluminum Fascia Capping to 8"	133	\$4.50 lf	\$598.50	23
Total Room Price:			\$15,811.76	

REAR EXTERIOR (0' 0" X 0' 0" X 0' 0")
 Offset 1 (0' 0" X 0' 0" X 0' 0")
 Offset 2 (0' 0" X 0' 0" X 0' 0")

Linear Feet: 0 Wall Sf: 0 Ceiling SF: 0 Total SF: 0

Description	Quantity	Price	Total	#
Siding Removal	630	\$0.95 sf	\$598.50	23
Tyvek Wrap	630	\$1.00 sf	\$630.00	23
Vinyl Siding	693	\$4.55 sf	\$3,153.15	23
Aluminum Capping (Avg Window)	3	\$85.00 ea	\$255.00	23
Aluminum Capping (Average Door)	2	\$85.00 ea	\$170.00	23
Remove & Reset Light Fixture	3	\$65.00 ea	\$195.00	16
Exterior Spot Light	1	\$162.03 ea	\$162.03	16
Total Room Price:			\$5,163.68	

THOMAS VISALLI

325 WINDING WAY GLENSIDE, PA 19038

2/17/1914
14028

LEFT EXTERIOR

(0' 0" X 0' 0" X 0' 0")

Offset 1

(0' 0" X 0' 0" X 0' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 0

Wall Sf: 0

Ceiling SF: 0

Total SF: 0

Description	Quantity	Price	Total	#
Siding Removal	641	\$0.95 sf	\$608.95	23
Tyvek Wrap	641	\$1.00 sf	\$641.00	23
Vinyl Siding	705	\$4.55 sf	\$3,207.75	23
Aluminum Capping (Avg Window	5	\$85.00 ea	\$425.00	23
Remove & Reset Light Fixture	1	\$65.00 ea	\$65.00	16
Remove & Reset Dryer Vent Cap	1	\$35.00 ea	\$35.00	28
100 AMP Service Entrance	1	\$2,260.00 ea	\$2,260.00	16
Total Room Price:			\$7,242.70	

RIGHT EXTERIOR

(0' 0" X 0' 0" X 0' 0")

Offset 1

(0' 0" X 0' 0" X 0' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 0

Wall Sf: 0

Ceiling SF: 0

Total SF: 0

Description	Quantity	Price	Total	#
Siding Removal	440	\$0.95 sf	\$418.00	23
Tyvek Wrap	440	\$0.95 sf	\$418.00	23
Vinyl Siding	484	\$4.55 sf	\$2,202.20	23
Remove & Reset Light Fixture	1	\$65.00 ea	\$65.00	16
Aluminum Capping (Avg Window	1	\$85.00 ea	\$85.00	23
2 Ton AC Condensing Unit	1	\$1,957.30 ea	\$1,957.30	05
Remove & Reset Shutters	1	\$75.00 set	\$75.00	23
Total Room Price:			\$5,220.50	

FRONT EXTERIOR

(0' 0" X 0' 0" X 0' 0")

Offset 1

(0' 0" X 0' 0" X 0' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 0

Wall Sf: 0

Ceiling SF: 0

Total SF: 0

Description	Quantity	Price	Total	#
Siding Removal	543	\$0.95 sf	\$515.85	23
Tyvek Wrap	543	\$1.00 sf	\$543.00	23
Vinyl Siding	597	\$4.55 sf	\$2,718.35	23
Remove & Reset Light Fixture	4	\$65.00 ea	\$260.00	16
Aluminum Capping (Avg Window	85	\$50.26 ea	\$4,271.93	23

THOMAS VISALLI

325 WINDING WAY GLENSIDE, PA 19036

2/17/1914

14028

Aluminum Capping (Average Door)	2	\$85.00 ea	\$170.00	23
Remove & Reset Flower Boxes	4	\$45.00 ea	\$180.00	28
Remove & Reset Shutters	3	\$75.00 set	\$225.00	23
Remove & Reset Mail Box	1	\$45.00 ea	\$45.00	28
Total Room Price:			\$8,927.13	

MISCELLANEOUS

(0' 0" X 0' 0" X 0' 0")

Offset 1

(0' 0" X 0' 0" X 0' 0")

Offset 2

(0' 0" X 0' 0" X 0' 0")

Linear Feet: 0

Wall Sf: 0

Ceiling SF: 0

Total SF: 0

Description	Quantity	Price	Total	#
Demo Carpenters Labor Per Day	1	\$326.30 ea	\$326.30	01
Demo Laborer Per Day	2	\$197.60 ea	\$395.20	01
Dumpster 40 C.Y. Capacity	1	\$1,053.00 ea	\$1,053.00	01
Post Construction Cleaning	16	\$35.00 hr	\$560.00	99
Total Room Price:			\$2,334.50	

Total Estimate Price:**\$57,111.43**



ProMark Tree Service Inc.

3405 Big Road
Zieglerville, PA 19492(610)754-7400
promarktreeservice@gmail.com
<http://www.promarklandscaping.com/>

ProMark Tree Service Inc.

Estimate

Date	Estimate No.
03/24/2014	1080
Exp. Date	

Address
Thomas Vasalli 325 Winding Way Glenside, PA 19038

Date	Activity	Quantity	Rate	Amount
03/24/2014	Chip all down branches on the property.	1	660.00	660.00
03/24/2014	Prune white pine on the left side of the house. Limbs over the house will be cut back, hanging branches will be removed.	1	330.00	330.00
03/24/2014	Remove Siberian elm back left corner of the house down the 2' above the rope swing	1	495.00	495.00
			Total	\$1,485.00

Accepting this contract you agree to the attached Terms and Conditions.

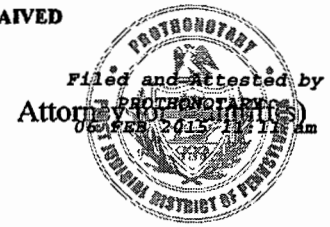
Accepted By

Accepted Date

MAJOR CASE
JURY TRIAL WAIVED

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: Jonathan Wheeler, Esquire
Attorney I.D. No.: 12649
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: jwheeler@jwheelerlaw.com



THOMAS VISALLI and
JODI VISALLI, h/w

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

vs.

JANUARY TERM, 2015

ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY

NO. 01132

AFFIDAVIT OF SERVICE

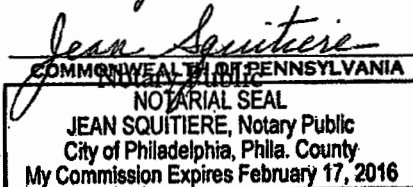
I, Jonathan Wheeler, Esquire, being duly sworn according to law depose and state that on January 22, 2015, a true and correct copy of the Civil Action Complaint in the above captioned matter was served upon Defendant by certified mail, and that I have attached the return receipt that I have received indicating the delivery of same.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: _____

Jonathan Wheeler
JONATHAN WHEELER, ESQUIRE
Attorneys for Plaintiffs

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 5th DAY OF
February, 2015.



Case ID: 150101132

Law Offices of
Jonathan Wheeler, P.C.

Jonathan Wheeler, Esquire
Caleb H. Wheeler, Esquire
Anthony DiUlio, Esquire
Mario L. Barnabei, Esquire
Admitted to PA & NJ Bars

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1617 JFK Boulevard
Philadelphia, PA 19103
215.568.2900
215.568.2901 fax
www.jwheelerlaw.com

E-mail: jwheeler@jwheelerlaw.com
501-4296

Our File No.:

January 13, 2015

Pamela Kaplan, Paralegal

Allstate Property & Casualty
Insurance Company
3075 Sanders Road, Suite H1A
Northbrook, IL 60062-7127

**Re: Thomas Visalli, et al. v. Allstate Property & Casualty Insurance Co.
CCP Philadelphia County, January Term, 2015, No. 01132**

Dear Sir/Madam:

Enclosed please find a true and correct copy of Plaintiffs' Civil Action Complaint filed against you in the Court of Common Pleas of Philadelphia County. Please be advised that you have twenty (20) days in which to respond to this Complaint, pursuant to the Pennsylvania Rules of Civil Procedure, otherwise a default judgment may be filed against you.

Kindly forward this Complaint to your attorney immediately.

Very truly yours,

JONATHAN WHEELER

JW/js
Enclosure

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED
NO. 7014 2870 0001 8004 0060**

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Matthew D. [Signature]</i></p>	
<p>1. Article Addressed to:</p> <p><i>Allstate Property + Casualty Insurance Co.</i> <i>3075 Sanders Road</i> <i>Suite H1A</i> <i>Northbrook, IL 60062-7127</i></p>		<p>B. Received by (Printed Name) <i>Matthew D. [Signature]</i></p> <p>C. Date of Delivery JAN 22 2015</p>	
<p>2. Article Number (Transfer from service label) 7014 2870 0001 8004 0060</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, July 2013 Domestic Return Receipt

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

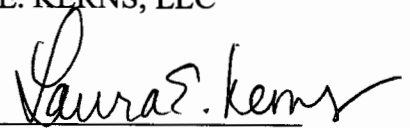
THOMAS VISALLI and	:	
JODI VISALLI, h/w,	:	
Plaintiffs	:	
	:	
v.	:	CIVIL ACTION LAW
	:	
ALLSTATE PROPERTY & CASUALTY	:	
INSURANCE COMPANY,	:	CASE No.:
Defendant	:	

CERTIFICATE OF SERVICE

That counsel for Defendant, Allstate Property & Casualty Insurance Company, hereby certifies that a true and correct copy of its Notice of Removal has been served upon all counsel of record, via first-class mail, according to the Pennsylvania Rules of Civil Procedure, on the 23rd day of February, 2015.

Jonathan Wheeler, Esquire
Law Offices of Jonathan Wheeler, P.C.
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103

THE LAW OFFICES OF LAURA E. KERNS, LLC

BY: /s/ Laura E. Kerns, Esquire 
Laura E. Kerns, Esquire
Attorney for Defendant,
Allstate Property & Casualty Insurance Company
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Marlton, New Jersey 08053
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